

Humboldt County, re-SUNE Local 1716
(Courthouse)

CEC 9/13
SECTOR 1

BEFORE
JAMES R. COX
FACT-FINDER

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PUBLIC EMPLOYMENT
RELATIONS DIVISION

HUMBOLDT COUNTY

AND

HUMBOLDT COUNTY COURTHOUSE UNIT
FACT FINDER RECOMMENDATIONS
2003-2004 LABOR AGREEMENT

LOCAL 1796, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES

DECISION AND RECOMMENDATIONS

The Fact-Finder conducted a Hearing in Dakota City, Iowa July 14th, 2003 pursuant to applicable provisions of the Iowa Public Employment Relations Act, Chapter 20. Attorney James Swanger represented the County and Business Representative Dan Homan presented the Union case. At the conclusion of the Fact-Finding Hearing each Representative made a persuasive closing argument.

As a consequence of a number of circumstances, the Parties had not had sufficient meetings before Fact-Finding to enable them to fully discuss the proposals and narrow the issues. Even considering that this is a first Contract, an unusual number of outstanding issues remain. Many of the proposals were in "first offer" form. Each party presented a complete Labor Agreement as their final position.

The enormity of the task and time constraints prevent me from presenting an detailed exposition of the respective positions on each of the issues. I have however, carefully considered the proposals which run throughout every Article of the Contract and, where appropriate, I have used language from either Humboldt County Policy or the Union Proposals.

The parties did participate in Mediation and agreement has been reached on parts of some issues. The Fact-Finding process was necessarily delayed at the request of the Union Representative due to a medical emergency.

The Arbitrator has carefully considered each provision of the proposed Labor Agreements and, applying relevant factors identified in the Iowa Statute, incorporated my determinations into the attached Recommended Agreement.¹ There is special relevance in the internal comparatives – the terms and conditions provided other Humboldt County employees

¹ I enclose a disc containing the recommended Contract which may be of assistance to the Parties from at least a clerical standpoint.

either through County Policy or the Labor Contracts. There was limited evidence of external comparatives.

The Recommended Agreement constitutes all of my Recommendations on the issues. Each Article addresses a separate issue. This Analysis explains the reasons for my Recommendations.

ANALYSIS OF THE PROPOSALS

PREAMBLE and ARTICLE I

The Parties have agreed upon the language set forth for the Preamble, on Article I, Section 1, *Intent and Purpose* as well as on language of Subsections E of Article I, Section 2,. While the County would place the definition language in Article IV, I find it more appropriate to include it in Article I.

The Union had proposed that Employees be eligible for all fringe benefits immediately upon employment. I adopt the County language which provides that eligibility begins on the first month following the first day of employment unless otherwise specified – a more administratively workable provision. Article I, Section A

The Parties have agreed that regular part-timer employees are not entitled to health insurance. The County language for this paragraph is better in that it specifies what fringe benefits a part-time Employee is entitled to and I adopt the County language for Section 2.B. The County proposal, because of its clarity in noting that Temporary Employees are not entitled to any fringe benefits is recommended and reflected in 2 C.

The County position that probationary Employees not have any rights under the grievance procedure to contest Contract violations is inconsistent with normal practice. There was no language in any other Iowa Agreement introduced to support this position and such a provision is not in either of the existing Agreements Humboldt County has with any Union. While probationary employees may not grieve their discipline, they do have contract rights and benefits and may enforce those rights and benefits through the Grievance procedure. I have accordingly so recommended in Article I, Section D. I have rejected both County and Union proposals on the definition of Probationary Employee and inserted language which makes the status of a Probationary Employee absolutely clear. This language is partly taken from the terms in another Contract the County has with this Union.

There is no dispute on the Section 2 E definition.

Recognizing the autonomy Elected Officials have with respect to their Departments – a consideration further discussed during my analysis of the Seniority proposals below, I have partially adopted the Employer's provision on this point. I also recommend that the County proposal be modified by adding the sentence, "*Community Services and Sanitation are under the jurisdiction of the Board of Supervisors which shall, for the purpose of this Agreement, be considered a Department*".

ARTICLE II, Recognition and Security.

The Parties are in agreement on the provisions of Article II, Section 2.1, 2.2 and 2.3. These Union proposals were tentatively agreed upon by the County March 1, 2003 and I recommend them.

There is sharp division on the check off provision which I have designated as Section 2.4.

Local 1796 seeks standard check-off language while the County proposes that the Union collect their own dues. Dues deductions are currently in effect under two other Agreements this Local has with the County and, in general throughout Iowa, are accepted elements of Collective Bargaining Agreements. No alternative language was suggested. There was no evidence that the County has had any difficulties with existing check offs. While there are extra administrative costs, in this case the County has already set up a process for deductions and there is no indication that the cost of the processing would be significant. The County did not contest this demand upon cost. Frequently having a check-off is of benefit to an Employer in that it avoids employee disruption sometimes associated with being contacted in order to collect dues. I recommend that the Union proposal on this language become a part of the Agreement and I have included it in Article II as Section 2.4 with some wording changes.

ARTICLE III, Rights and Responsibilities.

The Union's proposal on management rights was agreed upon by the County March 1st, 2003 and is incorporated into the Recommended Agreement as Section 3.1. Humboldt County Proposal 3.2 appeared to be unduly broad. The Union position on this matter is more reasonable.

The County also proposes specific language on Union Membership. The Parties, have already agreed upon general non-discrimination language which includes Union or non-Union affiliation. It is my recommendation that this agreed upon language be incorporated into the County Proposal 3.3 and I have so structured both proposals in the proposed Recommended Agreement where it is shown as Section 3.2.

The Parties have had a Collective Bargaining Relationship dealing with other Units extending over some years. There is no evidence that there have been any difficulties involved with the Union servicing the Agreement during work time. It appears that the Parties' agreed upon language set forth in Article II, Section 2.3 covers this area of County concern and accordingly I recommend that the Union position on County Proposal 3.4 – that it not become a part of the Contract – be adopted. I have omitted it from the Recommended Contract.

ARTICLE IV, Work Stoppages.

The Parties have agreed upon pretty much standard no strike language that I have marked as Article IV, Section 1.

ARTICLE V, Health and Safety.

I find the Company proposal on this issue to be both reasonable and workable and it has accordingly been recommended and incorporated into the Recommended Agreement as Article V.

Much of the Union Health and Safety proposal is generally inapplicable to this Unit. For example it provides for furnishing *tools and equipment* and has language often found in Maintenance or Road Unit Agreements. There were no reasons shown which would require the County to maintain Buildings occupied by employees or to furnish protective clothing. There no showing that employees in this Unit are required to wear safety shoes, drive County Owned Vehicles or use their own vehicles in the course of their employment. AFSCME proposed language on these points was not shown to be relevant to employees in this Unit and I have excluded it.

ARTICLE VI, Grievance Procedure.

The omission of Arbitration as the final step in the resolution of contract disputes is the most significant difference between the two proposals. Grievance Arbitration is commonly accepted throughout other Counties in Iowa and throughout America as a desirable terminal procedure in reaching a final and binding resolution of contractual disputes.

Neither proposal on the procedure for handling Grievances appears to be completely reasonable. My Recommendation incorporates some aspects of each Parties' position and excludes others. For example, in a Collective Bargaining Relationship there is no basis for having determinations on Grievance outcomes made by a Personal Policy Update Committee as the County proposes. On the other hand, the method of processing Grievances as proposed by the Union appears to be *overly formalized*. In addition, I have not incorporated the County's position that grievances be processed during non-work time considering the size of his Unit and the lack of any bad experience with the other Units.

There is no evidence that, in dealing with the other units represented by this same Union, the County has had problem with excessive use of paid time for grievance handling. I also recognize that this is a very small unit and, in such cases, disputes may be quickly and informally resolved. In no event, however, should Grievance handling on work time interfere with an Employee's duties or delay the performance of his/her work. I have written that consideration into the procedure and it should assist in meeting County concerns.

I agree with the County's position that Grievances should not be automatically granted should the County not made a timely response. The main purpose of time limitations into a Grievance Procedure is to insure that any Grievance is filed timely when the dispute is fresh and the facts readily ascertainable. Further time limitations at the Steps are designed to facilitate the movement of the dispute toward a prompt resolution. The recommended language accomplishes these desirable objectives through a modification of the Union's proposal which provided for automatic movement to a higher step should the County fail to respond within the time constraints. The purpose of a time limit on grievance filing and processing is to expedite the procedure and address problems at the lowest level. The Recommended Article is consistent with that goal.

ARTICLE VII, Seniority and Layoff Procedures.

The focus in the Union Demand on this issue is on straight seniority. In most cases there are a limited number of employees in each classification. Humboldt County proposes that layoff and recall be based upon such factors as maintenance of operational efficiency, skill, training, qualifications, ability to perform, attendance and reliability. Only when these attributes would be equal would seniority govern.

The County also stresses that the application of seniority should be within each Department since the Elected Officials operate autonomous Departments. According to the evidence, historically there has been very little, if any, employee movement between Elected Official's Offices. I have recognized that practice and incorporated language in my recommended resolution of this issue which would preserve that autonomy. For the purposes of this Article, the Departments directly under the Board of Supervisors shall be considered a separate Department.

A reduction in hours is not considered a layoff – as proposed by the County.

ARTICLE VIII, Transfers within the Department

With certain modifications I recommend the Union proposals on what they refer to as Transfers within the Department. While the Union uses the term *transfers*, they seem to be describing posting and bidding for permanent vacancies. I have therefore revised the Title of the Article. Neither party has offered language addressing filling of temporary vacancies and there is no language in the Policy that deals with that subject.

The bidding process is described in this Article. Employees may bid for open jobs in their own Departments. Those who work in an Elected Office Holder's Department – i.e., Recorder, Auditor, or Treasurer - or in the Board of Supervisor Department- and wish to bid into an open job in their Department may file a written request with the appropriate Head when a permanent vacancy is posted. Such Bids may be made by filing a written bid within five days after the job has been posted with the appropriate Official. The County will offer the position to the most senior Employee who bids and meets the qualifications.. The County has the right to determine qualifications and the Union reserves the right to grieve that determination.

I have not provided for any bidding between Departments in view of my recommendation on Department autonomy.

At the Hearing the Parties indicated they had reached agreement on language describing promotions. However, no language was provided. If they have reached such an understanding, that language should be put into the Contract.

ARTICLE IX, Leaves of Absence.

These comments on the Leave of Absence issue are also applicable to County proposals on other issues where, in proposing to maintain the status quo, they do not spell out in the Contract what the language should be but incorporate by reference the Humboldt County Personnel Policy. It is my understanding that, under that approach, if the Policy changed, the benefit for the those covered by this Contract would also change.

The Parties are in disagreement on the format for Article IX, Leaves of Absence. The Union, as in the case of Holidays and Vacations, wishes to delineate what the benefit is with specific Contract language while the County prefers only a reference to the "*Humboldt County Personnel Policy*". There are advantages to the Union approach. Employees have a single place of reference when reviewing their benefits. They see what they have. They see their benefits.

The terms of the Contract, unlike the Policy, relate specifically to this Unit and may not be unilaterally changed during the term of the Agreement. It is significant that there are no provisions for incorporating the Personnel Policy into the Agreement by reference in the other Collective Bargaining Contracts the County has with this Union. No reason was provided the Fact Finder why there should be a deviation from the traditional format in this Contract.

County language does not state that these benefits – holidays, vacations and leaves of absence – should be instituted subject to the current Policy. The language of their proposal would allow the County to unilaterally change terms and conditions of employment during the term of the Agreement by changing their Policy. They would have the right to modify their Policy from time to time and, in effect, make unilateral changes in the collect terms of the Labor Agreement. I recommend that the provisions of the various Leaves of Absence be spelled out in the Agreement as well as the Vacation and Holiday benefits.

It is clear that Humboldt County makes no contention that these benefits should not be included in the Agreement. Their position is that eligible employees shall receive these benefits under the terms and conditions set forth in Humboldt County Personnel Policies. In some respects those terms and conditions are more generous than sought by the Union. Other aspects of the terms and conditions are more restrictive than in the Union proposal. In general, however, there are not significant differences.

The Union proposal on Leaves and certain other issues is to extend the same benefits provided those in other Units they represent in Humboldt County to employees in this Bargaining Unit as a matter of internal equity. They suggest using the same language. I have carefully read the County Policy which constitutes their proposal on these issues and, to the extent shown, have adjusted the Union proposed language and the Policy provisions sought by the County. I recommend that the wording set forth in Article IX of the Recommended Agreement be accepted.

The Personnel Policy does not address time off to vote or whether employees suffer any loss of pay when they vote. No evidence was provided of the practice in non-represented Humboldt County Units. However, the other Humboldt/AFSCME Agreements have such a benefit and I recommend it here.

The sought time limits for making a determination on leave requests are reasonable. Neither the request nor the format for the response are spelled out in the Personnel Policy.

Unlike the Union proposal, there is no specific language for maternity leave in the Policy. There is a reference to "*Incapacity due to pregnancy or prenatal care*", considered a "*serious health condition*" as defined under FMLA referred to in the Policy. The notice requirements in the Union proposal for Maternity leave are not inconsistent with the Policy or the Law. Under the Union proposal and agreed upon language in other County Contracts with this Union, Maternity Leave may be taken without regard to FMLA eligibility considerations.

Medical Leave sought by the Union is part of the benefit packages provided other represented County employees they represent but not a part of the County Policy. The Union

language understandably limits requests for Leaves of Absence to those who have completed their probationary periods - except for maternity leave.

The Policy on Military Leave pay is broader than that sought by the Union for Military Reservists.

ARTICLE X Work Rules and Miscellaneous Provisions

The parties have agreed on language in Article 3.1 F which would allow the County traditional rights to establish work rules. The Union seeks additional language which focuses on that subject in what I have designated as Article X. I have modified that language since there was no reason shown why the County should be contractually obligated to establish Rules on all mandatory subjects of collective bargaining and I do not know of any Contract where they are so required. I have also modified aspects of the Union demand about access to personnel files and performance evaluations after considering County Policy. I have not included the proposed language on Labor Management Committees because of lack of evidence on several questions including the need to conduct such meetings in this Unit, whether there should be meetings in each Department and the question of compensation. The language proposed comes from a Public Safety Contract with the County and may be more relevant to that Unit.

Article XI Vacations

Vacations.

Again there is the dichotomy between the Union delineation of the benefit and the County effort to describe benefits by referral to County Policy. I have closely read the Policy and modified the Union proposal where appropriate.

The number of weeks of vacation entitlement is the same in both the Policy and the Union proposal. I have added the part time pro ration effect from the Policy. Considering that vacations are extended when a holiday falls during the vacation period in the other County Labor Agreements, I have adopted the Union position on this point. While the Policy which provides for vacation accrual does not allow for accrual of vacation during periods of temporary lay off, suspension or leave without pay, the Union proposal is structured, as the other Humboldt Contracts, with the benefit entitlement dependent upon years of continuous employment. There was no reason advanced for a deviation here.

ARTICLE XII Holidays

For reasons already discussed on pages 5 and 6, I recommend the format sought by the Union rather than the referral to Policy alternative.

The Fact Finder has adopted the Unions' specific proposals regarding holidays in this Article. There are no significant differences between the specific language set forth by the Union and the Policy. There is a small difference in eligibility but the language is the same as in the other County Labor Agreements and again no reason not to apply that criteria. Compensation for work on the Holiday is not addressed by the Policy.

ARTICLE XIII Hours of Work.

Union proposals deal with Work Hours, Rest Periods and Call-in Pay. There is a volunteer Fire Fighter provision upon which there is agreement.

I am advised the Union language on compensatory time reflects current Policy. However, their proposal does not contain a limitation on the number of compensation hours that may be accrued which is a better personnel practice. That limitation is contained in the Policy. While the Policy does have overtime equalization language, such provisions would have little application in a Unit of this size with few people in each classification. The Policy does not address call back situations and I do not know the practice. I note that the other Agreements contain such a guarantee and I have included it in my recommendation on this Article.

ARTICLE XIV Wages

The County offers a 2.5 per cent increase effective the beginning of the first payroll period after July 1, 2003 but only for current regular full-time Employees. In their proposal, wage rates which had been in effect June 30th, 2002 shall continue without change during the term of the Agreement for new employees, those employees in probationary status as of that time, temporary employees² and part-time Employees. The Union seeks increases in wage rates they cost out at 15.5% and they propose a Labor Grade for each classification with specific increases in rates for each classification.

There was limited evidence of what the employees in these classifications do and the relationship of work between classifications. I have only Position Descriptions. There was no rational or comparative data presented to support proposed rate ranges. While there was evidence that at least one inequity adjustment should be made, the parties have had little or no opportunity to discuss this important issue and there is no comparative data for that classification in the Record. One employee who has primary responsibility for computer operations does appear to be underpaid. There has been no discussions of considerations such as whether there should be a rate range for each classification or the extent to which other inequities may exist among the present classifications..

Considering the present state of the Record, it would be an injustice to both parties for me to fashion a salary structure from the limited data presented. Accordingly, I have recommended a general wage increase for this Contract Year. I also recommended that the County and the Union meet, undertake and complete job evaluations, rank them in terms of the skill, efforts and responsibilities involved in performance of the work and obtain comparable rates. This effort should be completed no later than 60 days prior to the termination date of the 2003-2004 Labor Agreement. A suggested pay structure may then be developed for the next Agreement.

According to the evidence, Courthouse Employees in surrounding Counties are not represented by any Labor Organization and, again according to the parties, because of differences in Job Titles, comparative wage data is difficult to obtain. While as indicated below, evidence was presented with respect to the comparative insurance status, there was no evidence of comparative classifications.

² There appears to be a serious question of whether at least one employee considered by the County is truly temporary considering the length that person has been working in that category.

In March 2003 the Board of Supervisors of Humboldt County approved wage increases for Six Elected Officials ranging from 2.93% for Supervisors to, in one case, 5.05%. The other four increases averaged slightly over 3%. A review of recent Iowa Fact Finding and Interest Arbitration Decisions shows settlements in the 3% to 3.5% area especially where, as here, there is increased employee participation in insurance costs. A few of these Units involved office clerical and custodial classifications. The Union has presented a table of hourly rate increases effective July 1, 2003 for Hancock, Kossuth, Palo Alto, Wright, Boone, Calhoun, Green and Winnebago. It is not clear, however what classifications received the increases.

Based upon the lack of data, I do not recommend any Wage Schedule Advancement Schedule or Wage Schedule Placement. The Union proposal to put an increase into effect after the probationary period does make sense and should be considered by the group doing the recommended job evaluation. The County proposal could be modified to use the old rates during the term of this Agreement as a probationary rate – six months instead of for the term.

Considering the breakthrough in insurance funding here as well as other factors, I recommend a 3.25% across the board increase for employees during the 2003-2004 Contract year. I also recommend the longevity provision sought by the Union which is a part of the Humboldt County Secondary Roads and Public Safety Contracts. The Policy recognized that such a benefit is provided to these Units and to Sheriff Deputies in the amount of .01 cent per hour for each year of continuous service.

Article XV

Insurance.

The County proposes substantial changes in insurance coverage including adoption of a Plan 9 – a change from Plan 7 which provides a more liberal table of benefits – as well as a proposal to make dependant coverage contributory. Such a change would not only substantially decrease benefits provided under the Plan and, by requiring Employees to contribute to the Plan to the extent proposed, result in a substantial out-of-pocket cost during the next contract year. There would be both a benefit reduction and, for the first time, employees in this Humboldt County Unit would be paying part of the insurance premium.

The County proposes that group health insurance coverage would be made available to regular full time employees with benefits comparable to those provided under ISAC Alliance Select Plan 9. While the County would pay 100% of the premium for single coverage, employees electing family coverage would pay “50% of the dependent premium through payroll deductions (family premium minus single premium)”. Those eligible employees who did not elect to participate in single premium insurance coverage would receive \$182.00 per month upon presentation of proof of insurance coverage and certification of continued coverage elsewhere. If such a non-electing employee did not maintain comparative coverage elsewhere, that payment would stop. Such an option is rejected in that it tends to distort the insured unit, leaves employees who should have coverage without and, based on the experience of this Fact Finder, results in difficult to resolve disputes about what is comparable.

Employees have to face the fact that Insurance costs continue to spiral. Dramatic increases have necessitated significant changes in premium funding throughout Iowa. I recognize that here in Humboldt County making insurance contributory even in part is a breakthrough issue. Employees must recognize the significant cost that the County has been incurring in order to provided them an excellent insurance package. It is time for them to participate in the payment of the premium at least for the more expensive family coverage. In order to keep that premium

down, it may be time for those that unfortunately must use the coverage to pay more in terms of the deductible.

Plan 9 as proposed by the County, although it would provide less favorable benefits to employees, would still increase County single premium costs effective July 1, 2003 from \$377.00 to \$440.00. With the proposed \$240.00 contribution from the employee, the County share of premium for family coverage would decline from \$806.00 to \$640.00 instead of increasing to \$940.00. The County stresses and every employee should understand that, under the Union's non-contributory proposal, hourly costs for insurance would have increased from \$4.96 to \$5.78, a 16.5% increase. This would be an extremely high percentage of hourly earnings for those in this Unit where, excluding a Temporary Part Time Custodian, pay rates currently range from \$9.40 to \$13.84. The average hourly rate for these 14 employees³ of \$10.65. This average is somewhat skewed by the \$5.15 rate of the Temporary Part Time Custodian.

Comparatives clearly confirm the increasing trend for employees to pay part of the dependent coverage premium. However, while employees pay 19.9 percent of family coverage premiums in Hancock, 29% in Webster, 25% in Wright and 15% in Greene and Winnebago Counties - here the County seeks a one step jump to a 50% contribution - way beyond what is contributed elsewhere. Deductibles after TPA participation which are now \$100 and \$200 would rise to \$750.00 and \$1500.00 under the County offer on Health Insurance and there would also be big increases with maximum family out of pocket increasing from \$500/\$1000 to \$1500/\$3000.00 under the County proposal.

Even without considering the proposed higher deductibles, coinsurance, prescription drug cost and out of pocket expenses, an employee electing family coverage would be paying \$245.00 a month under the County Plan. This would, according to the Union calculation, be an equivalent pay reduction of \$1.40 an hour. The Union uses an average hourly bargaining rate of \$11.86 per hour and computes that, under the County Plan, employees would take an 11.8% cut in pay.

It is obvious that Humboldt County seeks an extreme cut back by transferring such a large part of the family coverage insurance cost to the employees. While in some Units, employees might be better financially able to shoulder a larger burden; here we have relatively low rate wage earners.

After reviewing the matter, I recommend a more equitable transition. My recommended wage increase was made considering that employees will be contributing toward their insurance benefit for the first time. I have fashioned the recommended Health Insurance Benefit to both institute a reasonable cost participation for those who participate in the Family Plan⁴ and at the same time increase the share of the costs of treatment for those who do utilize the Family Plan by making a change in the deductible. Current deductible levels in Humboldt are comparatively modest and on the low end in a Comparability Group which includes Hancock, Kossuth, Palto Alto, Pocahontas, Webster and Wright. Four in the group have deductibles ranging from \$500.00 to \$1500.00!

The Recommended Plan would retain the same basic benefits provided by Plan 7 with some changes in existing TPA participation and, for those electing Family Coverage, a contribution toward the premium. The objective would be to temper the continuation of radical

³ Including the temporary part timer.

⁴ The County notes that the total number of County employees electing family coverage totals 57. It was not clear how many in this Unit would be affected.

increases in Humboldt County Health Insurance costs and bring employees in this Unit in line participation wise with what employees are contributing in other counties.

Article XVI Sick Leave

As with Leaves of Absence, Holidays and Vacations, the County and the Union each made a Sick Leave proposal without comparatives relying on either the Policy or Language negotiated with the County in another Unit. I found it significant that, although there is language in the Policy that sick pay should be used to cover sickness, there are an unusual number of instances permitted by the Policy where sick leave may be used for reasons other than illness.

The accrual rate is similar in both proposals as is the maximum days to be accrued. The Policy specifically provides a benefit for the part timer, not sought by the Union. One proposal limits accrual after a 30 days of an absence without pay, the other does not address that situation.

After considering both proposals and reviewing the documentation submitted, I have made the recommendation set forth in the Recommended Agreement.

ARTICLE XVIII, Term of Agreement.

Article XVIII sets forth the term of the Agreement. Section 18.2 contains a standard zipper clause and has been agreed upon by the Parties. Essentially I adopt the Unions' position in 18.4.

RECOMMENDATIONS

The Recommendations described above are set forth in detail in the attached Recommended Contract.


James R. Cox
Fact Finder

Issued this 27th of July 2003

CERTIFICATE OF SERVICE

I certify that on the 27th day of July 2003, I served the foregoing Fact Finder's Report on each of the parties to this matter by mailing a copy to them at their respective addresses.

James R. Swanger Esq.
The Financial Center
666 Walnut Suite 200
Des Moines, IA 50309 3089

Danny Homan
AFSCME Representative
4320 N.W. Second Avenue
Des Moines, Iowa 50313

I further certify that on that same date, I served this Award for filing with the Iowa Public Employment Relations Board by mailing a copy to their offices at 514 East Locust, Suite 202 Des Moines, Iowa 50309-1912


James R. Cox

**HUMBOLDT COUNTY IOWA
RECOMMENDED 2003-2004 LABOR CONTRACT
COURTHOUSE EMPLOYEE BARGAINING UNIT**

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EMPLOYEES UNION

PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of ____
2003 by and between **HUMBOLDT COUNTY, IOWA**, hereinafter referred to as
either the "County" or the "Employer" and **THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1796**, hereinafter
referred to as the "Union".

**ARTICLE I
AGREEMENT**

Section 1. Intent and Purpose

The Parties recognize and declare the necessity of providing the most efficient
and highest quality services for the citizens and taxpayers of Humboldt County,
Iowa.

The Parties further recognize and declare their mutual desire to promote
harmonious and cooperative relationships between the County and the
Employees covered by this Agreement and to assure effective and efficient
operations of Humboldt County.

It is the intent and purpose of the Parties to set forth in this Agreement their
negotiated understandings respecting wages, hours of work and all other
mandatory items of bargaining as well as certain terms and conditions of
employment and other conditions of employment that are mandated by Section
20.9 of the Code of Iowa, a Section of the Iowa Public Employment Relations
Act.

Section 2. Definitions

- A.** A regular full-time Employee is a permanent Employee who regularly works thirty-seven (37½) hours or more per week and who has completed the probationary period. A regular full-time Employee is eligible for all fringe benefits beginning the first of the month following his/her first day of employment, unless otherwise specified herein.
- B.** A regular part-time Employee is a permanent Employee who regularly works less than thirty-seven (37½) hours per week and who has completed the probationary period. A regular part-time Employee is not entitled to any fringe benefits except for accumulated sick leave, vacation, compensatory time and leave without pay and then on a prorated basis.
- C.** A Temporary Employee is hired to cover situations such as seasonal demands or replacements for absenteeism or vacations. Temporary Employees shall not become regular Employees under this Agreement, and shall not be entitled to any fringe benefits.
- D.** A Probationary Employee is defined as an employee who has not completed the first six (6) months of continuous service with the County as a full-time or part-time permanent Employee in a specific Department. During their probationary period such Employee may be terminated at the discretion of his Department and the Department may otherwise discipline, lay off or suspend such probationary Employee for any reason.
- E.** The word "Employee" when used in this Agreement without specification shall be limited to mean "*regular Employee*".
- F.** In this Agreement, covered Departments are the Auditor's Office, the Treasurer's Office and the Recorder's Office. Community Services and

Sanitation are under the jurisdiction of the Board of Supervisors which, for purposes of this Agreement, shall also be considered a separate covered Department.

ARTICLE II

Recognition and Union Security

Section 2.1 Bargaining Unit

The County recognizes the Union as the sole and exclusive collective bargaining agent as certified by the *"Public Employment Relations Board"* for those Employees in the following described unit as defined by the Iowa Public Employment Relations Act:

Included: All Employees of the Humboldt County Courthouse in the following Departments: Auditor's Office, Treasurer's Office, Recorder's Office, Community Services, Drainage, Clerk/Computer and Courthouse Custodians.

Excluded: Auditor, the two Deputy Auditors, Recorder, the Deputy Recorder, Treasurer, the three Deputy Treasurer's, Disaster Services Coordinator, Case Manager Supervisor, Head Custodian, all others excluded by Iowa Code Section 20.4, and all other Humboldt County Employees.

The Employer will not, during the life of this Agreement, meet and negotiate with any group of Employees or with any other Employee organization with respect to terms and conditions of employment covered by this Agreement.

Section 2.2 Union Activity

Bargaining Unit Employees, including Union Officers and Representatives, shall not conduct any Union activity or Union business on County time except as specifically authorized by Article VI and other provisions of this Agreement.

Section 2.3 Union Visitation

The Employer agrees to maintain existing policies and practices with respect to both admitting Union Representatives to County facilities and utilization of County facilities during non-working hours.

Section 2.4 Dues Deduction

- A.** Upon receipt of a voluntary written individual order from any of its Employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such Employee those dues required as the Employee's membership dues in the Union. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- B.** Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for Social Security, Federal taxes, state taxes, retirement, health insurance and life insurance.
- C.** Except for gross negligence on the part of the County, the Union shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the County for the operation of this Article.

- D.** Such orders shall be terminable with thirty (30) days written notice to the Employer and the Union. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.
- E.** Not later than the thirteenth (13) day of the succeeding month, with each remittance of deductions, the County shall submit to the Certified Treasurer of the local Union a list of all Employees having such deductions, Dues deduction shall be made from the Employee's last regular check the Employee receives in any month.
- F.** Only one change of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the County.

ARTICLE III

County and Union

Rights and Responsibilities

Section 3.1

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- A.** Direct the work of its Employees.
- B.** Hire, promote, demote, transfer, assign and retain Employees in positions within its agencies.
- C.** Suspend, discipline or discharge Employees for proper cause.
- D.** Maintain the efficiency of governmental operations.

- E. Relieve Employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of its agencies.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the Employer by law.

Section 3.2

The County will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the County's Employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or non-membership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the County.

The Parties agree that their respective policies consistent with the Code of Iowa will not violate the rights of any Employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

ARTICLE IV

Work Stoppages

Section 4.1

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will cause, authorize, induce,

encourage, instigate, ratify, condone or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all Employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging Employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code. The County agrees that, during the term of this Agreement, it will not engage in any lockout of its Employees.

ARTICLE V

Health and Safety

Section 5.1

The County agrees to continue making reasonable provisions for the health and safety of its Employees during the hours of employment. The Union and the Employees will extend their complete cooperation to the County in maintaining County Policies, Rules and Regulations as to Health and Safety.

Section 5.2

All new Employees, upon initial employment, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a Doctor of Medicine of the Employee's choice.

Section 5.3

The County reserves the right to require any Employee to submit to a drug and/or alcohol test whenever required or permitted pursuant to any applicable federal or state statute or regulation. Nothing in this Agreement, however, shall be construed as a limitation or restriction of the County's right to prohibit the use of alcohol or controlled substances on County premises in County vehicles or during work hours.

ARTICLE VI

Grievance Procedure

Section 6.1 Definition

A Grievance is defined as a dispute an Employee may have with the County concerning the interpretation, application or violation of the express terms of this Agreement by the County. The Grievance shall contain a statement of the Grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section(s) of the Agreement involved. The Grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The Grievance form will state the name of the Employee(s) authorizing the filing of the Grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit Employee shall have the right to meet and adjust his/her individual complaint with the Employer.

Section 6.2 Grievance Procedure

Should an Employee have a Grievance, it shall be adjusted in the following manner:

STEP 1

An Employee or Union Representative who claims a Grievance shall present a written Grievance to their Department Head/Supervisor within seven (7) calendar days after he/she knows or should have known of the incident upon which the Grievance is based. However, under no circumstances shall a Grievance be considered timely after six (6) months from the date of occurrence.

Within seven (7) calendar days after receipt of the written Grievance from the Employee or their Union Representative, the Department Head/Supervisor shall schedule and conduct a meeting with the appropriate Union Representative (with or without the aggrieved Employee) and attempt to resolve the Grievance. A Written Answer will be placed on the Grievance following the meeting by the appropriate Department Head/Supervisor and returned to the Employee and their Union Representative within three (3) calendar days.

STEP 2

If dissatisfied with the Employer's answer in Step 1 or if no Answer has been received, in order to be considered further the Grievance must be appealed by regular U.S. Mail, local mail, or hand-delivered to the County Board of Supervisors within fourteen (14) calendar days from the date of the Step 1 meeting.

Thereafter a Representative of the Board of Supervisors together with the Department Head will meet with the appropriate Union Representative (with or without the aggrieved Employee) to discuss and attempt to resolve the Grievance. Following this meeting, the written decision of the County Board of Supervisors will be placed on the Grievance and returned to the Grievant and his/her Union Representative within thirty (30) calendar days from receipt of the appeal to Step 2. Step 2 Answers shall be sent by regular U.S. Mail, local mail, or hand-delivered

The County Board of Supervisors shall have authority to represent the Department Heads.

STEP 3

If the Grievance is not settled in Step 2, it may be appealed to Arbitration by the Union submitting a written notice of a Request for Arbitration to the County Board of Supervisors within thirty (30) calendar days from the date the County's Step 2 answer was postmarked or received. If an unresolved Grievance is not appealed to Arbitration within this thirty (30) calendar day period, it shall be considered as withdrawn without prejudice or precedent to the resolution of future Grievances.

The Arbitration provisions of this Agreement may only be invoked with the written approval of the Union.

When a timely request has been made for Arbitration, Representatives of the County and Union shall mutually agree upon an Arbitrator to hear and determine the Grievance. Should Representatives of the Parties be unable to agree upon the selection of an Arbitrator within ten (10) calendar days of the County's receipt of the Arbitration Notice, the Parties or Party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a list of five (5) Arbitrators. If the list submitted by the Public Employment Relations Board is unacceptable to either Party, the Parties shall request a second list of Arbitrators from the Public Employment Relations Board. Upon receipt of the list, the Parties' designated Representatives shall determine the order of elimination by lot and thereafter each shall, in that order, alternately strike a name from the list. The remaining person on the list shall act as Arbitrator.

Where two (2) or more Grievances are appealed to Arbitration, an effort will be made by the Parties to agree upon the Grievances to be heard by

any one Arbitrator. Absent mutual agreement, a separate Arbitrator shall be appointed for each Grievance.

The County and the Union will equally share any joint cost of the Arbitrator and of the Arbitration process, including Hearing Room and fees and expenses of the Arbitrator. However, the expense of a Court Recorder and the costs of any Transcripts will be borne by the requesting Party without having to furnish a copy to the other Party unless the Parties mutually agree to share the entire cost. Any other expense shall be paid by the Party incurring them. Except as otherwise provided in this Agreement, each of the Parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

The Arbitrator shall only have authority to determine compliance with the provisions of this Agreement. The Arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement. The Decision of the Arbitrator shall be final and binding on both Parties of this Agreement provided such Decision does not exceed the Arbitrator's jurisdiction or authority as set forth above.

Section 6.3 Time Limits

Grievances not appealed within the designated time limits in any step of the Grievance procedure will not be processed further. The Parties may mutually agree in writing to extend the time limits in any step of the Grievance procedure. In the event the U.S. mail is used, the mailing of the Grievance or a Response thereto shall be considered timely if postmarked within the time limits.

Section 6.4 Retroactivity

The Settlement of a Grievance may or may have retroactive effect as the equities of particular cases may demand. In any case, where the Arbitrator determines

that the Award should be applied retroactively, the maximum period of retroactivity shall be a date not earlier than one (1) year prior to the date of initiation of the written Grievance in Step 1.

Section 6.5 Exclusive Procedure

The Grievance procedure set out above shall be the exclusive procedure for adjustment of any disputes arising from the application and interpretation of this Agreement and shall replace any resolution procedure in effect prior to the effective date of this Contract.

Section 6.6 Number of Stewards

For informational purposes only, the Union shall provide the County Board of Supervisors with a written list setting forth names of Grievance Representatives. The County shall supply the local Union with a list of Supervisors to contact on Grievance matters.

Section 6.7 Representation

An Employee may consult with his/her local Union Representative during working hours relative to a Grievance matter by first contacting their Supervisor. Such consultation shall be at a time which will minimize any effect on work time of any participant. The Employee's Supervisor shall arrange a meeting to take place as soon as possible for the Employee with their Union Representative through the Union Representative's Supervisor.

Section 6.8 Processing Grievances

Union Representatives who are members of the Bargaining Unit and Grievants will be permitted a reasonable amount of time to process Grievances during their

regularly scheduled hours of employment. Such time shall be scheduled by Managers and may not interfere with an Employee's duties. Only one (1) Local Union Grievance Representative will be in pay status for any Grievance. Whenever possible, the Union Representatives will provide twenty-four (24) hours notice to the Supervisor.

The Employer is not responsible for any compensation of Employees or Union Representatives for time spent processing Grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by Grievants or Union Representatives in the processing of Grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all Grievance meetings during the Grievant's regular hours of work. The aggrieved Employee is entitled to be present at all steps of the Grievance procedure including Arbitration.

ARTICLE VII

Seniority and Layoff Procedure

Section 7.1

Seniority is defined as an Employee's length of continuous service with the County from his/her most recent date of hire. Classification seniority is defined as an Employee's length of service in a job classification within an individual Department.

Section 7.2

An Employee's continuous service shall be broken by (a) voluntary resignation, (b) discharge for just cause, (c) failure to respond to a notice of recall within five (5) days, (d) layoff for a period of one (1) year (e), quit or (f) retirement. Should an employee leave work for any reason other than those listed above, such as

on a layoff or medical leave, the Employee shall retain his original seniority date for a period equal to his length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

An Employee transferred or promoted from the Bargaining Unit shall retain his seniority for a period not to exceed twelve (12) calendar months but shall not continue to accrue seniority while out of the Unit.

Section 7.3 Seniority Lists

Seniority records for Courthouse Employees shall be maintained by the County and shall be posted on the bulletin boards. The seniority list shall be updated at least semi-annually and contain each Employee's name, classification and seniority date. A copy of the seniority list shall be furnished the local Union at the time of posting. Any protest as to the correctness of the list must be made in writing, by using the Grievance procedure with notice to the Union Steward. Employees shall have ninety (90) calendar days, from the date of posting, in which to protest the correctness of their seniority date. Thereafter the posted seniority date shall be considered correct.

Section 7.4 Application of Layoff

In the event the County determines that Courthouse Employees must be laid off, the County shall layoff in accordance with the procedures set forth in this Article.

Section 7.5 General Layoff Procedures

When a layoff occurs, the following general rules shall apply:

- A.** Layoff shall be by classification within a Department. The least senior employee in the classification shall be laid off first.

- B. The County may not lay off permanent Employees until they have eliminated all non-permanent positions in the classification in the following order: emergency, temporary, trainee and probationary.
- C. Each Employee affected by a layoff shall be notified in writing at least five (5) working days prior to the effective date of the layoff.
- D. Employees in the Department subject to the layoff shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior Employee laid off first. An Employee may be retained out of line of seniority, if that Employee has special skills and if his layoff would leave the Department without personnel available to perform the work requiring such skills.
- E. A permanent Employee subject to layoff in a classification in which there is to be a reduction in force may, in lieu of layoff, elect to bump into a lower paid classification, provided he has (a) either previously held the position or (b) meets the qualifications of the position as described in the job description with orientation but without training. To exercise the right of bumping, in lieu of layoff, the Employee must notify the Employer, in writing, of such election. That notification must be received or postmarked not later than three (3) calendar days after receiving notice of layoff. The County has the right to determine qualifications and the Union reserves the right to grieve such determinations.

Any Employee who elects to bump, in lieu of layoff, shall retain job rights and have the right to be reinstatement to his prior classification before any other person may be promoted or a new Employee hired for such classification. Upon bumping, the Employee shall be paid the highest rate in the new classification if their current rate of pay is higher than that rate.

- F.** Determination of the order of layoff is subject to the Grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such Grievances.

Section 7.6 Recall Rights

An Employee laid off shall, in the event of an opening, be offered a position in the classification from which they were laid off before a new Employee may be hired for such position. Laid off Employees shall be recalled in inverse order of the layoff provided that the opening becomes available within one (1) year from the date of such layoff.

The Employer shall maintain a list of Employees who were laid off or who exercised their bumping rights;

- A.** Employees who exercised bumping rights shall be placed on the list for the classification from which they were laid off.
- B.** Employees who are laid off shall be placed on the list for the classification they held prior to layoff.
- C.** Laid-off Employees shall provide the County with written notice of their current addresses. The County will send all Recall Notices by certified mail to the address on record. Failure to accept a position within five (5) calendar days after Notice of Recall has been mailed shall negate any further recall rights.

ARTICLE VIII

Job Bidding

Section 8.1 Posting and Bidding.

The Employer shall post all openings for a period of five (5) work days from the date of the announcement to allow interested Employees in the same Department to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review the bids received from employees in the same Department as the vacancy and shall offer the position to the most senior bidder who meets the qualifications of the position. The County has the right to determine qualifications and the Union reserves the right to grieve the determination made by the County.

Section 8.2 Promotions

To be incorporated into the Agreement as reportedly agreed March 1, 2003.

ARTICLE IX

Leaves of Absence

Section 9.1 Eligibility

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period. Maternity leaves of absence shall be exempt from the waiting provisions of this Section.

Section 9.2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the Employee to the Employee's Department Head at least thirty (30) calendar days in advance

whenever possible. The request shall state the reason for and the length of the leave of absence being requested. The Department Head shall provide a written response in the following manner.

- A.** Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for any denial in writing.
- B.** Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for any denial in writing.

Section 9.3 Leaves of Absence Without Pay

Except as otherwise provided by this Article, Employees may be granted leaves without pay at the sole discretion of the County for any reason for a period up to but not exceeding one (1) year.

A. Maternity Leave

Employees shall be granted a maternity leave of absence without pay:

- 1.** An Employee shall, whenever possible, submit written notification to the Department Head at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of maternity leave without pay shall be granted. Upon request of the Employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

2. In no case shall the Employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.
3. Except as provided in Article XVI (Sick Leave) of this Agreement all periods of leave related to maternity shall be leaves of absence without pay. The Employee may choose to use vacation or compensatory time for all or part of the leave.

B Military Leave

Whenever an Employee enters into the active military service of the United States, the Employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and applicable Federal Statutes.

C Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) calendar days and appropriate medical verification is submitted. Upon request of the Employee, extensions shall be granted for up to ninety (90) day increments not to exceed a total of one (1) year. Permission for such leaves shall not be withheld. Extension of such leaves shall not impair an Employee's right to long term disability. Prior to an Employee exhausting their sick leave, the Employer shall advise the Employee of their right to a medical leave of absence without pay.

The Employer agrees to provide for the following rights upon an employees return from any of the above approved leaves:

1. The Employee shall have the right to be returned to their position or one of like nature.

- 2.** If the Employee's position or one of like nature is not available, the layoff procedure set forth in this Agreement shall be utilized; however, in the case of military leave, the Employee will be given another position of similar pay and class for which the Employee is qualified.

Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) calendar days.

D Family Medical Leave

The County will provide benefits as required under the Family Medical Leave which, during the terms of this Agreement, shall be administered in accordance with Policies contained in the Personal Policy effective December 2003.

9.4 Paid Leaves of Absence

A. Voting Leave

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the Employee's Department Head prior to Election Day. The time to be taken off may be designated by the Department Head. Time off for voting may be granted only if the Employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

B. Jury Duty

An Employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the Employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel

or personal expenses paid for the jury service. Time spent in Court and reasonable travel time shall be deducted from an Employee's scheduled work hours for the day in question and shall be considered time worked.

The Employee summoned as a juror shall notify his/her Department Head immediately by memorandum attaching a copy of the summons. The Employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An Employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the Employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an Employee appears as a witness for the Federal Government, the State of Iowa or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the Employee is not a party to the proceedings. The Employee shall remit witness fees to the Employer.

D. Military Reservists

A leave of absence will be granted for military reservists for required annual military active duty training. For the first 30 calendar days of the Leave, the County will pay the Employee the difference from what his/her normal wages with the County would have been during this period and the amount he/she receives from the military for this training period.

ARTICLE X
Miscellaneous

Section 10.1 Work Rules

The Employer may establish reasonable work rules on all mandatory subjects of bargaining. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven calendar days prior to the effective date of the rule.

Section 10.2 Access to Personnel Files

Employees shall have the right to inspect their personnel files. The Employee may respond to any item in the personnel file in writing. Such response by the Employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized Management Personnel, the Employee and/or a Union Representative if so designated in writing by the Employee. Upon previous notification and at the Employee's expense, the Employer shall make copies of such files for the Employee.

Section 10.3 Performance Evaluation

All Bargaining Unit Employees are entitled to a fair and impartial written performance evaluation and should be give a copy of the evaluation shortly thereafter. Evaluation forms should be completed at the end of the probationary period and annually thereafter during the month of December.

ARTICLE XI

Vacations

Section 11.1

Subject to and in accordance with the provisions of this Article, paid vacations will be granted to regular Courthouse Employees pursuant to the following schedule:

Regular Employees shall be entitled to vacation as follows:

1. One week (five working days) paid vacation after the first year of continuous employment.
2. Two weeks (10 working days) after the second year of continuous employment and each year thereafter until the Employee has completed eight (8) years of continuous employment.
3. Three weeks (fifteen working days) for each year of continuous employment thereafter until the Employee has completed eighteen (18) years of continuous employment.
4. Four weeks (twenty working days) after eighteen (18) years of continuous employment and each year thereafter.

Paid Vacation earned during any year will be credited to the Employee's account on his/her anniversary date. Each person employed in a part time position shall earn vacation leave on a proportionate basis to the time worked each year. A temporary employee shall not be granted any vacation pay.

Section 11.2 Choice of Vacation Period

Each Employee will be required to submit a written request (supplied by the County) at least one (1) hour prior to the first vacation day requested. This request will then have to be approved by the Department Head. Vacation requests will be answered immediately after the date of receipt.

At labor/management meetings the Employer and the Union shall discuss any disputes over the number of Employees that may be on vacation at any given time. Once vacation periods have been scheduled, the Employer shall make no changes in Employee Vacation Schedules. Vacations may not be taken in advance.

If an Employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care being provided to the Employee.

Section 11.3 Vacation Pay

Vacation pay shall be computed at the Employee's present rate per hour at the time the vacation is taken. Vacation pay will be received at the same time as the normal payroll is processed.

Section 11.4 Holiday During Vacation Period

If a holiday occurs while an Employee is on vacation the Employee will be eligible for holiday pay and the observed holiday shall not be charged against the Employee's vacation account.

Section 11.5 Work During Vacation Period

If an Employee, as requested by his Department Head or by a Member of the Board of Supervisors, performs work during his vacation period, the Employee shall be paid for regular hours worked at the rate of one and one-half (1 ½) times their regular hourly rate of pay. If the Employee works any overtime, their rate of pay shall be two and one-half (2 ½) times their regular hourly rate of pay. Also, the Employee shall be able to reschedule the remainder of their vacation period at a later date that they request, as long as it doesn't interfere with another Employee's vacation period.

Section 11.6 Vacation Right in Case of Layoff or Separation

If an Employee should, for any reason, terminate employment with the County within the first year of employment, he/she shall be entitled to any partial vacation credit. If an Employee should for any reason terminate employment after one (1) year of continuous work, the Employee shall be paid for unused credited vacation and any vacation the Employee has earned since his/her last anniversary date which has not been credited to his/her account. This vacation is figured on a pro-rated basis and will be paid at the rate the Employee was getting at the time of separation.

Section 11.7 Vacation Carry Over

Vacation earned during any year will be credited to the Employee's account on their anniversary date. Employees who are accruing either one (1) or two (2) weeks of vacation will be allowed to carry over into the next anniversary year five (5) days of unused vacation accrual earned in the last anniversary year. Employees who are earning three (3) or more weeks of vacation will not be allowed to carry over any unused vacation accrual earned in the last anniversary year. An employee does not earn any vacation in a year during which he does not perform any compensable work.

ARTICLE XII HOLIDAYS

A. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday one-half (1/2) day

4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The day after Thanksgiving
10. One-half (1/2) day Christmas Eve
11. Christmas Day
12. One-half (1/2) day New Years Eve

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday.

B. Eligibility Requirements

Regular Full time Employees shall be eligible for pay for any holiday providing the regular work day immediately preceding and following said holiday have been worked by the Employee or unless Employee is then on "authorized" vacation, "authorized" compensatory time or "authorized" sick leave.

C. Holiday Pay

Eligible Employees, who perform no work on a holiday, shall be paid at their regular rate of pay. Eligible Employees, whose work day differs from the standard seven and one-half (7 1/2) hour day, shall be paid their current hourly rate of pay times the number of hours in their regular work day.

D. Holiday Premium Pay

When an Employee is required by the Employer to work a holiday listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1 1/2) the Employee's regular rate in addition to their normal holiday pay for

all hours worked between the hours of 12:00 A.M. and 11:59 P.M. At the discretion of the Employee, such premium compensation shall be either in cash or compensatory time. In the event compensatory time off is granted, it shall be scheduled at the request of the Employee subject to approval of the Employer.

E. Notwithstanding the above, the Employer and individual Employees may mutually agree to allow the Employee to request cash payment after an election has previously been made to utilize compensatory time.

ARTICLE XIII

Hours of Work

Section 13.1 Work Week and Work Day

The normal work week for full-time Employees shall consist of five (5) consecutive work days not to exceed thirty-seven and one-half (37 ½) hours or forty (40) hours per week. The normal work week shall begin at 8:00 A.M. on Saturday and shall end at 7:59 P.M. the following Saturday. Part-time Employee's work weeks shall be set by the Department Head.

Regular hours of work each day and lunch breaks shall continue as they were scheduled prior to the effective date of this Agreement except when recognized operational needs require in which case the change shall be made with the notice as stated in 13.4.

Section 13.2 Rest Period

The normal work day shall include a paid fifteen (15) minute rest period during each one-half (1/2) shift.

Section 13.3 Overtime

Employees shall be paid time and one half their regular straight time rate for hours worked in excess of forty per week.

All overtime work shall be determined and approved by the Employer in advance of the assignment. Payment shall be made in either cash or compensatory time as follows:

1. The decision to be paid overtime in cash or compensatory time rests solely with the Employee. Any compensatory time off shall be computed at one and one-half ($1 \frac{1}{2}$) hours off for each hour of overtime worked and for Employees on a thirty-seven and one-half ($37 \frac{1}{2}$) hour work week, hours worked from thirty-seven and one-half ($37 \frac{1}{2}$) to forty (40) hours shall be compensated with cash or compensatory time on a straight time equivalent basis at the discretion of the Employee.
2. Compensatory time can be carried over into a new fiscal year, unless the Employee requests payout of their compensatory time.
3. An employee may accrue an maximum of sixty hours and if, such accrued hours are not used within six months of their accrual, the employee will be paid for such hours.

Section 13.4 Work Schedules

This Article is intended to set forth the normal work week and shall not be construed to be a guarantee of hours of work per day or per week, or days of work per week.

Except in emergencies, the Employer shall provide fourteen (14) calendar days written notice to the Union and the affected Employees prior to making any changes in permanent work schedules. Work schedules shall not be changed for the purpose of avoiding overtime.

Section 13.5 Work Time

All hours in pay status shall be considered time worked for the purposes of computing overtime eligibility. Holidays, Sick Leave Days and Vacation time shall be considered as time worked for the purposes of determining overtime.

Section 13.6 Call Back Time

Any time an Employee is called back to work beyond the regular shift and after having left the working premises, by the Department Head or a member of the Board of Supervisors, the Employee will receive a minimum of two (2) hours of call time to be considered as time worked. Employees who are called back to work in excess of the two (2) hours will be paid for actual time worked. Employees who are called in shall only be required to stay as long as necessary to complete the task for which they were called in.

Section 13.7 Fire Department Response.

Any employee who belongs to a volunteer Fire Department shall be allowed to respond to emergency calls during work hours. Time spent at these emergency calls shall be considered as work time.

ARTICLE XIV

Wages

Section 14.1 Wages

Rates of pay for all Bargaining Unit Employees shall be increased 3.25% effective July 1, 2003. The Classification Rates shall be adjusted to reflect this increase which shall be applied to new hires thereafter.

Section 14.2 Pay Structure Development

The County and the Union shall meet, undertake and (1) complete a job evaluation of each classification, (2) rank the classifications in terms of the skills, effort and responsibilities involved in performance of the duties, and (3) obtain comparable rates. A suggested pay structure may then be developed for the next Agreement. This effort should be completed no later than 60 days prior to the termination date of the 2003-2004 Labor Agreement.

Section 14.3 Pay Period

Pay Periods shall consist of two (2) normal work weeks. Time sheets shall be turned in on Monday noon following said pay period with Employees being paid on the following Thursday. In the event this day is a holiday, the preceding work day shall be the payday.

Section 14.4 Longevity Pay

Effective July 1, 2003 longevity pay shall be provided. The pay shall be \$.01 cent per hour for each year of continuous service.

ARTICLE XV

Insurance

Section 15.1 Health Insurance

The County's present health insurance benefit schedule for employees in this Unit shall remain in effect for the term of this Agreement. The County will pay one hundred percent (100%) of the premium for Single Person Coverage and ninety (90%) of premium for Family Plan Coverage. The County agrees to pay these premiums as long as the Employee is in pay status for at least one (1) day of the month for which the insurance premium is paid. Employees are to contribute 10% of premium costs if they elect Family Plan Coverage.

The Comprehensive Hospital and Medical Health Insurance Plan provided herein shall be a comprehensive plan of insurance that will provide for one hundred percent (100%) of Hospital stays and Major Medical coverage. The coverage will be provided through both Blue Cross/Blue Shield and the TPA. Blue Cross/Blue Shield will provide for the first eighty/twenty percent (80%/20%) coinsurance and deductible. The TPA will provide coverage after Blue Cross/Blue Shield to make the final coinsurance and deductible amount for regular Courthouse Employees ninety/ten percent (90%/10%).

An Employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible: On a single plan, Blue Cross/Blue Shield will provide a seven hundred and fifty (\$750.00) dollar deductible on covered expenses, and the TPA will reimburse the regular Courthouse Employee back to a deductible of Three Hundred (\$300) dollars.

On a family plan, Blue Cross/Blue Shield will provide a fifteen hundred (\$1500.00) dollar deductible on covered expenses, and the TPA will reimburse the regular Courthouse Employee back to a deductible of Six Hundred (\$600) dollars.

Coinsurance: On a single plan, Blue Cross/Blue Shield will provide twenty (20%) percent of all remaining covered expenses and fifteen hundred (\$1500.00) dollars for out-of-pocket expenses, and the TPA reimbursement to the regular Courthouse Employee for a single plan will provide for a total of ten percent (10%) of remaining covered expenses up to a maximum out-of-pocket expense of Four Hundred (\$400) dollars. (Eight hundred (\$800) dollar maximum out-of-pocket expense combined with deductible and coinsurance.)

On a family plan, Blue Cross/Blue Shield will provide twenty (20%) percent of all remaining covered expenses and three thousand (\$3000.00) dollars for out-of-pocket expenses, and the TPA reimbursement to the regular Courthouse Employee for a family plan will provide for a total of ten percent (10%) of remaining covered expenses up to a maximum out-of-pocket expense of eight hundred (\$800.00) dollars. (Fourteen Hundred (\$1400.00) dollar maximum out-of-pocket expense combined with deductible and coinsurance.)

Lifetime

Maximum: No Maximum

Emergency

Accident

Maximum: Maximum of three hundred (\$300.00) dollars per accident.

Drug Card:

Deductible: The first Fifty (\$50.00) dollars of covered expenses for single coverage will be covered by the TPA.

The first One Hundred (\$100.00) dollars of covered expenses for family coverage will be covered by the TPA.

After the deductible has been satisfied, the following co-pays from Blue Cross/Blue Shield shall apply:

1. Five (\$5.00) dollars for generic drugs
2. Fifteen (\$15.00) dollars for Brand name drugs
3. Twenty-five (\$25.00) dollars for Brand name drugs not on the Formulary

Prescription deductibles and co-pays will be applied by the TPA to the Major Medical deductible, three hundred (\$300.00) or six hundred (\$600.00) dollars and/or after out-of-pocket limits, Eight Hundred (\$800.00) or Fourteen Hundred (\$1400.00) dollars, have been met.

Section 15.2 Workers' Compensation Benefits

Workers' Compensation Insurance has primary responsibility for Workers' Compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent covered under Group Medical Benefits as set forth in this Agreement during the pendency of Industrial Commission Appeal proceedings for Workers' Compensation Benefits and the Employer, or its' insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Workers' Compensation Benefits. Upon request, Employees may supplement Workers' Compensation Benefits with accrued sick leave or vacation time; however, the total compensation received shall not exceed the Employee's present salary.

Section 15.3 Life Insurance

The County agrees to provide Group Life Insurance benefits to all Bargaining Unit Employees. The Comprehensive Health and Medical Insurance Plan for the County will provide a Term Life Insurance Plan with a benefit equal to a sum of ten thousand (\$10,000.00) dollars and an Accidental Death and Dismemberment Benefit equal to a sum of twenty thousand (\$20,000.00) dollars for each Employee. The Provisions of the County's Life Insurance Program shall be

provided by the health insurance carrier and not reduced from the level received in the previous contract.

.ARTICLE XVI

Sick Leave

Section 16.1 Accrual

A full time Employee covered by this Contract holding a regular position with the County shall accrue one and one-half (1 ½) working days of sick leave for each full calendar month of service which shall be credited to his/her account. An employee shall not accrue Sick Leave during any absence without pay of more than thirty (30) days. A part time employee shall accrue on a prorated basis according to the appropriate classification.

During the probationary period, a regular Employee will accrue sick leave at the one and one half working day per month rate. Sick leave credits shall be prorated for any partial month service. However, the Employee will not be able to use any accrued sick leave until he/she has completed this probationary period.

Section 16.2 Utilization of Sick Leave

A. Sick leave may be used for absences caused by illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (1) which require the Employee's confinement; or (2) which render the Employee unable to perform assigned duties; or (3) where performance of assigned duties would jeopardize the Employee's health or recovery. An Employee may use not use sick leave for the reasons set forth in paragraph F of this Article.

The Employee shall notify his Department Head or Elected Official that he is not coming to work no latter than 30 minutes after the work day has commenced. The County may require a medical certificate or other appropriate verification for absences covered by this Section. It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of Employees.

If a holiday falls within a paid sick leave, that day will be paid as a holiday and not as sick leave.

This language is intended to be a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected. Paid sick leave is to be used for illness or as provided herein. Sick Leave may not be used in advance of accrual. Employees will be permitted to use compensatory time off and/or vacation leave in lieu of sick leave when they so request. A Department Head or Elected Official may allow the use of sick leave to take care of an employee's immediate family (father, mother, spouse or children for medical reasons) but may not use more that five (5) days in any twelve month period for this purpose.

- B.** Where death occurs in the immediate family of the Employee, accrued sick leave shall or may be used, at the Employee's discretion, not to exceed a period of 5 days for each such occurrence. Immediate family is defined to mean persons related by blood or marriage or legal adoption as follows:

Husband, Wife, Son and Son-in-law, Daughter and Daughter-in-law, Stepchild, Father and Father-in-law, Mother and Mother-in-law, Stepparents, Foster Parents, Grandfather and Grandfather-in-law, Grandmother and Grandmother-in-law, Grandchildren, Foster

Children, Brothers and Brother-in-law (and Spouses), Stepbrothers, foster Brothers, Sister and Sister-in-law (and Spouses), Stepsister, Foster Sister, or other persons who are members of the Employee's household.

- C. When an Employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the Employee's immediate family (as defined in B. above), accrued sick leave not to exceed one (1) working day may be used for each such occurrence.
- D. At the Employee's discretion, Sick Leave may be used for those medical, dental or ocular appointments which cannot be scheduled at times other than during working hours.

An appointment at accredited medical clinics or the hospitalization of a member of the immediate family are valid reasons for sick leave use under the following conditions:

1. One (1) day's absence will be authorized for the Employee at the hospital on the day of the operation, and one (1) day will be granted to bring the patient home.
2. Five (5) days will be granted for the birth or adoption of the Employee's child. The Employee will be allowed to use these five (5) days in any manner the Employee sees as appropriate, either before, during or after the birth of this child.
3. In the event of an illness, which requires hospitalization, one (1) day will be granted for each day of hospitalization.
4. One (1) day will be granted for each day in the hospital for serious illness, serious injury and serious operations. An additional two (2)

days will be granted for the recovery period from any hospital stay for serious illness, serious injury and serious operations.

5. One (1) day's absence shall be authorized for the attendance at an accredited medical clinic for each member of the Employee's household, with a maximum of four (4) days per calendar year.

E. Employees shall be allowed to (at the Employee's discretion) use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (as defined in B. above). Use of sick leave for purposes of this Section is limited to forty (40) hours (five (5) working days per year).

F. No County Employee shall be entitled to sick leave while absent from duty due to the following causes:

1. Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
2. Sickness or disability sustained while absent without authorization or absent without pay (not to include normal off work time).
3. Inability to properly perform required duties because of intemperance or intoxication.
4. Physical incapacity when the injury or illness is directly traceable to employment other than with Humboldt County.

Section 16.3 Sick Leave Accounts

An eligible Employee shall earn sick leave as stated in Section 16.1 above and sick leave credit will accrue until a total accumulation of one hundred twenty

(120) days has been reached. The Employee's sick leave account will be recorded in days. If an absence due to an illness or injury extends beyond the number of sick days accrued by the employee, such additional time may be charged to vacation leave. If all sick and vacation leave has been utilized, the employee may be granted leave without pay.

A Department Head or Elected Official may require a written statement from a licensed practicing physician, osteopath, chiropractor or dentist stating the reason for taking sick leave. When sick leave is requested for more than three continuous working days, a written statement from the employee's physician concerning the employees expected date of return to work shall be sent to the Department Head or Elected Official.

Section 16.4 Cancellation and Conversion of Sick Leave

Termination of an Employee's continuous service shall cancel all sick leave accrued to the time of such termination. No payment of unused sick leave may be made to a terminating employee regardless of the reason, except that the County shall reimburse employees (1) who have at least 5 years of service and retire at age 62 or older, or (2) who whose death causes the termination or (3) who retire after 25 years of service or (4) an employee regardless of age, retiring with full IPERS benefits based solely on county employment due to the 88 number, twenty percent of their unused sick leave to a maximum of 24 days. Any unused accumulated sick leave shall be restored to laid off employees who are re-employed by the County within two (2) years of the date of layoff.

Employees who have accumulated one hundred twenty (120) days of sick leave may trade-in five (5) days of sick leave for one (1) personal day, but not more than fifteen (15) days of sick leave per year may be so exchanged.

ARTICLE XVII

Term of Agreement

Section 17.1

This Agreement constitutes the entire agreement between the Parties and concludes collective bargaining for its term. This Agreement shall supercede all previous agreements, written or verbal. The Parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

Section 17.2

If any provision of this Agreement is subsequently declared by the proper judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 17.3

This Agreement shall become effective July 1, 2003, and thereafter shall remain in full force and effect through June 30, 2004 unless the Parties mutually agree to extend the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized Representatives this _____ day of _____, 2003.

HUMBOLDT COUNTY, IOWA

Chairman, Board of Supervisors

Member, Board of Supervisors

Member, Board of Supervisors

AFSCME LOCAL 1796

Field Representative

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member